the majority favor a reversal on different grounds; for otherwise, it is said, the trial court would have no guide to follow upon a rehearing. The authorities cited do not support this view, nor can it be upheld on theory; for it ignores the distinction between the judgment of the court and the opinions of the judges. *Houston* v. *Williams*, 13 Cal. 24. A statute may require a separate writ of error for each objection, or that each be passed on separately by the court. See PUB. GEN. LAWS OF MD., Art. 5, §§ 4, 9. The majority must then agree on some specific ground for reversal, or the judgment will be affirmed. This result, however, should only be reached by statute, and not, as in the principal case, by an illogical exception to a general rule.

BAIL — CONTRACT WITH THIRD PARTY TO INDEMNIFY SURETY ON BAIL BOND. — The plaintiff was surety on a bail bond for the appearance of one accused of felony. The defendant gave bond to indemnify the plaintiff against loss by reason of the recognizance. The prisoner failed to appear, and execution was awarded against the plaintiff upon the recognizance. *Held*, that the defendant is liable to the plaintiff upon his bond. *Carr* v. *Davis*, 63 S. E. 326 (W. Va.). See NOTES, p. 530.

BILLS OF LADING — EFFECT ON TITLE OF BILL "TO ORDER — NOTIFY." — The vendor of goods shipped them under a bill of lading to its own order with directions to notify the purchaser. The bill of lading was subsequently endorsed to the purchaser and by the latter to the plaintiff. A connecting carrier failed to notify the named purchaser, and delivered the goods to a stranger without surrender of the bill of lading. *Held*, that the connecting carrier is liable to the plaintiff for conversion. *National Bank of Commerce of Kansas City* v. *Southern Ry. Co.*, 115 S. W. 517 (Mo., Kan. City Ct. App.).

It is well settled that a transfer of title is effected by the endorsement and delivery of order bills representing goods in a carrier's hands. *Commercial Bank* v. *Armsby Co.*, 120 Ga. 74. Accordingly, a carrier is a converter if the holder of the bill is deprived of the goods by a wrongful delivery or failure to deliver. *Shellenberg* v. *Fremont, etc., R. R. Co.*, 45 Neb. 487. Different considerations apply to goods shipped on "straight" bills. *Merchants' National Bank* v. *Chesapeake, etc., Steamboat Co.*, 102 Md. 573. For where a carrier has promised delivery simply to a named consignee, the instrument is in effect no more negotiable than a simple promise to a named payee. Though an assignee of such a bill may be deemed the owner of the goods, business custom authorizes delivery by the carrier to the consignee named in a "straight" bill without surrender of the document. *Forbes* v. *Boston, etc., Railroad Co.*, 133 Mass. 154. But a bill "to order — notify" is as negotiable as any order bill. *Atlantic, etc., Bank* v. *Southern Railway Co.*, 106 Fed. 623. And all authority agrees with the principal case in its conclusion that a direction inserted as a protection to the owner of the goods in no way relieves the carrier of liability for their loss. *Furman* v. *Union Pac. R. R. Co.*, 106 N. Y. 579.

CONFLICT OF LAWS — CAPACITY — CONTRACTS CONCERNING LAND IN FOREIGN COUNTRY. — In November, 1903, the defendant in England agreed to give to the plaintiffs, as security for advances made to her husband, two mortgage bonds to be charged on her real property in the Transvaal. In December, 1906, the defendant appointed the plaintiffs' manager to be her attorney to mortgage or transfer the property to the plaintiffs. A married woman was prohibited, by the law of the Transvaal, from becoming surety for her husband, unless certain formalities were complied with. There had been no such compliance by the defendant. The plaintiffs brought this action for specific performance of the agreement of November, 1903. *Held*, that the agreement is void and that the plaintiffs' action therefore fails. *Bank of Africa* v. *Cohen*, 25 T. L. R. 285 (Eng., Ch., Feb. 4, 1909).

Capacity to convey or encumber land, either directly or through an attorney, clearly depends upon the *lex loci rei sitae*. *Swank* v. *Hufnagle*, 111 Ind. 453;

Linton v. *Moorhead*, 209 Pa. 646. But the view of the court, that capacity to make an executory contract with reference to immovables, is necessarily determined by the same law, seems open to question. *Polson* v. *Stewart*, 167 Mass. 211. But see DICEY, CONF. OF LAWS, 517. The contract, in so far as it may create a personal obligation, should be governed by the *lex loci contractus* and relief *in personam* should be granted regardless of the law of the situs. *Finnes* v. *Selover, etc., Co.*, 102 Minn. 334. See *Polson* v. *Stewart, supra*. The form of the relief relates merely to the remedy and depends upon the law of the forum. Thus, a court of equity has power to order a conveyance of foreign land as a remedy for the breach of a merely personal obligation. *Lord Cranstown* v. *Johnston*, 3 Ves. 170; *Ex parte Pollard*, Mont. & C. 239. See *Scott* v. *Nesbitt*, 14 Ves. 438. The decree, however, is without force unless the defendant has, by the law of the situs, capacity to make the conveyance. The sovereign of the situs, moreover, must have consented that a deed should pass title wherever made. See 20 HARV. L. REV. 392. In civil law jurisdictions a conveyance of land is usually ineffective unless it is registered in the country of the situs. A foreign court cannot order such registry and cannot, therefore, irrespective of capacity, make an effective decree. See 21 HARV. L. REV. 210; 21 *ibid.* 354.

CONFLICT OF LAWS — LEGITIMACY AND ADOPTION — RIGHT TO INHERIT FROM ADOPTIVE PARENT'S RELATIVES. — A adopted B in Illinois, where a statute declares that "thenceforward the relation between such person and the adopted child shall be as to their legal rights and liabilities the same as if the relation of parent and child existed between them," except that the parent is not to inherit from the child. *Held*, that B cannot inherit land from A's deceased brother in Kansas. *Boaz* v. *Swinney*, 99 Pac. 621 (Kan.).

Without reference to its own law on this subject the court takes the sound position that as adoption statutes are in derogation of the common law rights of other relatives they are to be construed strictly, and not in accordance with Roman law, and that therefore the Illinois statute does not give the right claimed. For a discussion of these principles, see 22 HARV. L. REV. 372.

CONFLICT OF LAWS — RIGHT OF ACTION — STATUTORY RIGHT CONDITIONED ON COMMENCEMENT OF ACTION IN THE JURISDICTION. — The plaintiff was injured by the negligence of the defendant company in New Mexico. A statute of New Mexico provided that no liability should arise for personal injuries caused in the territory unless the injured party should commence an action in a court of the territory within one year. The plaintiff, without having brought suit in New Mexico, sued the defendant in Texas and recovered. The defendant contended that the Texas court, in maintaining jurisdiction of the case and refusing to enforce the New Mexico statute, denied the federal right guaranteed in the "full faith and credit" clause of the Constitution. *Held*, that no federal right was denied the defendant. *Atchison, etc., Ry. Co.* v. *Sowers*, U. S. Sup. Ct., March 1, 1909.

An action for personal injuries is transitory and may be brought wherever the defendant can be served. *Rafael* v. *Verelst*, 2 Wm. Bl. 1055. According to the weight of authority this is true even if the action is purely statutory. *Dennick* v. *R. R.*, 103 U. S. 11. It is for the law of the forum, not of the place conferring the right, to make it local or transitory; for the sovereign of the place conferring the right cannot confer it and at the same time take away the remedy in other jurisdictions. See 21 HARV. L. REV. 207. But a condition attached to the right by the sovereign conferring it follows it everywhere. *Davis* v. *Mills*, 194 U. S. 451. And in the principal case the statute did not forbid suits in foreign jurisdictions, but merely made the commencement of a suit in the territory a condition precedent to the right of action anywhere. Hence, unless the condition is invalid as denying due process, — and it is hard to see why it is, — the statute should be given full faith and credit in other states.